



## Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact [support@jstor.org](mailto:support@jstor.org).

LANDLORD AND TENANT—FAILURE TO REPAIR—LIABILITY OF LANDLORD—EVIDENCE.—Action to recover for personal injuries claimed to have been sustained by the plaintiff by reason of the alleged negligence of the defendants in making and failing to make repairs upon premises occupied by her, which they agreed to make. *Held*:

Where a landlord agrees to repair and keep in repair the leased premises, his right to enter and have possession of the premises for that purpose is necessarily implied, and his duties and liabilities are in some respects similar to those of an owner and occupant. And if his negligence in making or failing to make the repairs results in an unsafe condition of the premises, he is liable for injuries caused thereby to persons lawfully upon the premises, who are not guilty of contributory negligence on their part. *Barron v. Liedloff* (Minn.), 104 N. W. 289.

For cases in point, see vol. 32, Cent. Dig. Landlord and Tenant, secs. 547, 670.

---

DEATH OF EMPLOYÉ—NEGLIGENCE OF MASTER—UNGUARDED MACHINERY—RELEASE—FRAUD.—In an action by the father of an infant son under 16 years of age to recover for his death, resulting through the negligence of defendant to guard hazardous machinery in its pulp mill, where the evidence tended to show that the boy was caught in the disarranged belting of a shaft while the same was rapidly revolving, *held*:

1. That there was evidence tending to show that defendant was negligent in failing to properly guard and protect dangerous machinery in its mill, under the rule laid down in *Perry v. Tozer*, 97 N. W. 137, 90 Minn. 431, 101 Am. St. Rep. 416.

2. That the evidence was also sufficient to support a finding that a release of defendant's damages signed by the father of the lad while prostrated with grief and sorrow over his son's death was obtained under such circumstances as constituted a legal fraud upon his rights. *Erickson v. Paper Co.* (Minn.), 104 N. W. 291. See similar case of *Jones v. O. D. Cotton Mills*, 82 Va. 140, 3 Am. St. Rep. 92.

---

PEONAGE—DEFINITION—FEDERAL CONSTITUTION.—Peonage is a condition of compulsory service, based on the indebtedness of the peon to the master, which indebtedness is the criminal cord by which the peon is held to the master's service.

Const. U. S. Amend. 13, providing that neither slavery nor involuntary servitude, except as a punishment for crime, shall exist in the United States, or any place subject to its jurisdiction, forbids involuntary servitude for the payment of debt within the jurisdiction of the national government, whether created by contract, by criminal individual force, by municipal ordinance, state law, or otherwise.—*In re Peonage Charge* (C. C., N. D. Fla.), 138 Fed. 686.